

EXHIBIT

“B”

**APRIL 20, 2019 CONSULTING AND
JOINT MARKETING AND BRANDING
AGREEMENT**

PRIME SPORTS MARKETING LLC

CONSULTING and JOINT MARKETING and BRANDING AGREEMENT

This Agreement ("Agreement") between Prime Sports Marketing LLC ("Firm"), 13727 SW 152nd Street #319 Miami Fl, 33177 and

Zion Williamson
[REDACTED]

Durham, NC 27713

("Client") specifies the services for which the Client engages Firm and the terms and conditions of the engagement.

Client and Firm understand and agree that:

1. Client engages and retains Firm as Client's Global Marketing Consultant for identifying branding and endorsement opportunities, as follows:

1.1 Introducing to Client endorsement opportunities within such target market as may be specified; and to exclusively oversee all marketing opportunities brought before Client.

1.2 Defining, analyzing and costing, within the target market, the benefit size to the Client of the endorsement opportunity;

1.3 Recommending to Client the negotiation fee parameters for each endorsement opportunity;

1.4 Forwarding draft contract to Client to facilitate Client's review and his negotiation of same with endorsement entity and

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joining in or enabling Client to negotiate same directly with entity;

1.5 Negotiating with any entity contracted to Client to resolve any problems that may arise in the delivery of the services and in meeting the entity's obligations to Client; and

1.6 Giving advice on the building of client's brand domestically and internationally.

1.7 Client or his appointed representative on Clients behalf, has the right, in his or her sole and absolute discretion, to refuse any agreement and have final say in regards to image, likeness, signatures, or other personal attributes, including without limitation any and all endorsements, performance of services, appearances, production companies, social media services and content monetization.

2. To promote quality workmanship and on-time performance by Firm, Client will provide Firm on a timely basis with the information and materials necessary for Firm to perform the services specified in this Agreement.

3. (a) Client agrees to pay Firm the basic fee ("Basic Fee") of fifteen percent (15%) of the gross value of any compensation, relating to endorsement or branding, in respect of any endorsement entity introduced by Firm or any outside party consistent with paragraph 1.1, brought to Client during the tenure of this Agreement. Firm will be responsible for compensating any outside party that brings an endorsement deal to Client that comes to fruition.

(b) Firm shall be entitled to receive its full Basic Fee as set forth in this Agreement in perpetuity with respect to client's "gross endorsement earnings" or other considerations earned and received after the expiration or termination of this Agreement derived from any and all engagements, contracts and agreements introduced by and

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entered into or substantially negotiated by the Firm during the term of this Agreement and upon any and all extensions, modifications, renewals and substitutions thereof; and upon any resumption of such engagements, contracts and agreements which may have been discontinued during the term of this Agreement and resumed within three (3) months after the expiration of this Agreement.

(C) All cost/expenses associated with works performed by Firm and/or liabilities incurred by the Firm related to representation of Client, including but not limited to obligations incurred dealing with their parties, shall be the sole responsibility of and borne by Firm with no expectation of reimbursement or recompense by client.

4. (a) Upon termination of this Agreement, Client shall pay Firm for all amounts due Firm at that time including but not limited to any amounts due as provided in paragraph 3(a) above.

(b) The provisions of paragraphs 7 through 10 shall survive any cancellation or termination of this Agreement, whether for cause, without cause or pursuant to a cancellation or termination right provided in this Agreement.

5. Notwithstanding paragraph 3(a) above, if one or more Acts of God, force majeure or other causes beyond the parties' control renders the performance of services or provisions of material or other performance by either party impossible or delays it for six (6) months in the aggregate, either party, upon prompt written notice to title other specifying the event(s) or cause(s), will be excused from such nonperformance or delay.

6. The term of this contract shall be five (5) years, commencing upon signing of the agreement by both parties. Either party then has the right to terminate this Agreement upon thirty (30) days clear written notice to the other. However, any such termination shall be made only for cause.

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7. (a) Firm and its personnel representing Client pursuant to this Agreement are independent contractors and not employees of Client. Firm agrees that the designated individual for the purpose of this contract shall be GINA FORD or such other person acceptable to Client from time to time. This agreement in no way constitutes a Management agreement.

(b) Firm carries all insurance necessary to comply with the workmen's compensation and employer's liability laws of the state(s) in which Firm's work is to be performed for Client.

8. Client will fully protect and indemnify Firm from any claim of infringement or violation of any copyright, patent, trademark or other right of any kind of any person, or any claim of libel or slander, relating to any materials supplied by Client, his employees, agents, members or guests, or any materials as to which Client is responsible for securing any necessary or desirable permissions and releases. It remains the Firm's responsibility to obtain all proper business insurances and to indemnify itself from all legal liabilities.

9. Firm warrants and guarantees that all entities and their goods introduced, and/or services rendered by Firm shall be of a quality acceptable to Client and will represent Client and his associated marks in the most favorable light possible, and likewise respect the integrity of Client's marks that have been committed for use in this Agreement. Firm warrants and guarantees that no alterations of any kind will be made to the marks provided. Firm warrants and guarantees that they will, at all times, exercise all duties in good faith and use best efforts to refrain from any comment or activity that will disparage or defile the name, marks, likeness, or brand of the Client being used in the works defined by this Agreement. This warrant and guarantee shall endure beyond the term of this Agreement: in fact, it shall endure until end of time.

10. The parties signed hereto covenant to keep, protect, and hold confidential all information shared between the parties that is

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related to the matters of this Agreement. Such information includes but is not limited to, any trade secrets, business plans, strategies, and private and/or Personnal information concerning the Client, his family, friends, relations, handlers, ect. Further, both parties agree that any rights, licenses, or privileges not expressly granted by this Agreement are exclusively reserved to Client.

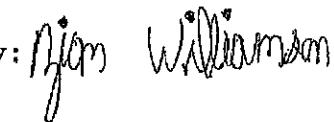
11. Neither party may assign the rights or duties of this Agreement without the other party's prior written consent.

12. The Validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Florida.

13. All prior understandings and negotiations between Firm and Client, both written and oral, are void. This Agreement represents the final understanding and entire agreement between the parties. No other representation, inducement or promise has been made or relied upon by either party. This Agreement may only be altered or modified by a written mutually agreed upon and signed by both parties.

AGREED to and accepted as of this ____ day of April, 2019

Client: Zion Williamson (Athlete)

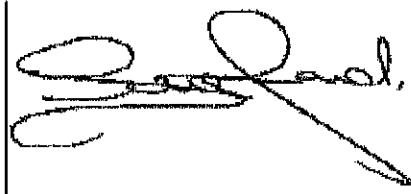
By: 

Name: Zion Williamson

Firm: Prime Sports Marketing LLC

PRIME SPORTS MARKETING LLC

By:

A handwritten signature in black ink, appearing to read "Gina Ford".

Name: Gina Ford

Title: President